Addendum No. 3 to Design and Deploy License Agreement.

BY AND BETWEEN

CONTOSO

LABORATORIES AND

MONOTYPE IMAGING INC.

This Addendum No. 3 (the "Addendum No. 3") to the Design and Deploy License Agreement is made by and between Contoso Laboratories with offices at 100 Contoso Park Rd. Contoso Park, IL 60664-3500 ("Customer"), and Monotype Imaging Inc., a Delaware corporation with offices at 600 Unicorn Park Drive, Woburn, MA 01801 ("Monotype") and is effective as of the date of the last signature received by the parties below (the "Addendum No. 3 Effective Date"). Each party to this Addendum No. 3 may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the Parties have entered into a Design and Deploy License Agreement (Monotype Contract # M00201548) effective as of December 18, 2020 (as previously amended, the "Original Agreement"), Addendum No. 1 to the Original Agreement (Monotype Contract # M00209011) effective as of December 16, 2022 ("Addendum No. 1") and Addendum No. 2 to the Original Agreement effective as of February 17, 2023 ("Addendum No. 2"); and

WHEREAS, the Parties now desire to amend the Original Agreement (as so amended by Addendum No. 1 and Addendum No. 2, the "Agreement").

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. The Agreement is hereby renewed for a five (5) year term beginning December 31, 2023 and ending December 31, 2028 (the "Renewal Term"). Thereafter, Customer has the right, but not the obligation, to renew the Agreement for one (1) additional term of up to five (5) years (the "Subsequent Renewal Term"). For the Subsequent Term, the total fees shall not increase by more than three percent (3%), provided, however, that if there is a material increase or decrease in the scope of the Software used by Customer, other than the duration of the Subsequent Renewal Term, the parties will re-negotiate the renewal fee in good faith.
- 2. The "Contact Information" table set forth in the Agreement is hereby deleted and replaced with the following table:

Contact Information			
Customer	Global Procurement (if same as Customer, indicate below)	Monotype or "Company"	
Name: Contoso Laboratories Attn: Corpo- rate Legal	Name: Same	Prepared by: James Juneman	
Contact: Craig Bryson, DVP	Contact: Susan Presberg	E-mail: James.juneman@mot.com	
Address: 100 Contoso Park Rd Contoso Park IL 60064-3500 United States	Address: 1850 Norman Drive Building J46 Waukegan, IL 60085	Address: 600 Unicorn Park Drive Woburn, MA, 01801	
Phone: 224-668-4018	Phone: 224-668-0214	Phone: 781-970-6000	
E-mail: craig.bryson@Contoso.com	E-mail: susan.presberg@Contoso.com		
VAT (if applicable):	Same as Customer		

All notices shall be in writing, sent to the applicable address above, and signed by or on behalf of the party sending it. All notices sent to Monotype shall also be copied to notices @mot.com. Notices shall be deemed to have been received within forty- eight (48) hours of posting if sent by registered mail or national courier.

The "Permitted Usage per Term" table set forth in the Agreement is hereby deleted and replaced with the following table:

	Permitted Usage per Term	
Design		
Mosaic Portal	Yes	
Licensed Mosaic Users (which are also Licensed Desktop Users)	Unlimited	
Deploy		
Production Software (maximum)	Unlimited	
Licensed Desktop Users (which are not Licensed Mosaic Users)	Unlimited	
Licensed Software Products	Unlimited	
Licensed Commercial Electronic Documents	Unlimited	
Licensed Externally Accessed Servers	Unlimited	
Licensed Page Views (Web Page Content)	Unlimited	
Licensed Impressions (Digital Marketing Communications)	Unlimited	
Licensed OEM Products	Unlimited	

4. The following shall be added to the "Services" table on page 2 of the Agreement:

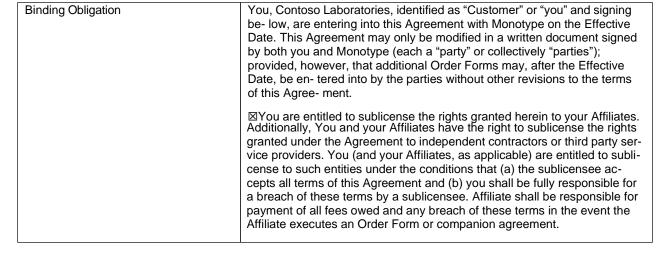
Monotype Fonts Support	☐ Basic ☐ Premier ☑ Elite
Please refer to http://www.monotypefonts.com/pages/support-se	rvices which contains detailed information about your Monotype
Fonts Support plan.	
Monotype Fonts Services:	
Onboarding	☐ Basic ☐ Premier ☐ Elite
Please refer to http://www.monotypefonts.com/pages/onboarding	which contains detailed information about your Onboarding
plan.	
Font/User Management	☐ Basic ☐ Premier ☑ Elite
Please refer to http://www.monotypefonts.com/pages/font-user-m	nanagement which contains detailed information about your
Font/User Management plan.	
Single Sign-On Option	☑ Yes □ No
Brand & License Protection	☐ Yes ☑No
If you have purchased Brand & License Protection, see Attachm	ent 3 for detailed information.

- 5. Section 3 of Addendum No. 1 is hereby deleted.
- 6. Monotype does hereby knowingly, voluntarily, and irrevocably release and forever acquit Customer and Customer's Affiliates from any and all claims, debts, suits, actions, causes of action, demands, rights, damages, expenses, costs, attorneys' fees, and compensation whatsoever, known or unknown, foreseen and unforeseen, fixed or contingent, that Monotype has, had or may have, arising from Customer's and Customer's Affiliates' usage of any and all font software prior to the Addendum No. 3 Effective Date (the "Released Matters"). The foregoing release shall extend to all claims

for litigation expenses, attorneys' fees, specific performance, compensatory damages of any kind, liquidated or statutory damages, and any and all other damages arising out of, related to, or connected in any way whatsoever to the Released Matters.

7. For the avoidance of doubt, the rights granted under the Agreement to Customer extend to all current and future Font Software licensed or owned by Monotype or any of its Affiliates during the Term of the Agreement.

The "Binding Obligation" row of the General Terms table set forth in the Agreement is hereby deleted and replaced with the following:



- 8. With respect to Customer's Affiliates, the definition of "Affiliate" set forth in Section 1 (DEFINITIONS) of the Agreement includes, without limitation, entities formed or acquired after the Addendum No. 3 Effective Date.
- 9. For all rights added to the Agreement by this Addendum No. 2 for the Renewal Term ending December 31, 2028, Customer shall pay Monotype a fee of USD \$9,800,000. Payment shall be made as follows:
 - USD 1,960,000.00 due ninety (90) days following the Addendum No. 3 Effective Date;
 - USD 1,960,000.00 due on the first anniversary of the Addendum No. 3 Effective Date;
 - USD 1,960,000.00 due on the second anniversary of the Addendum No. 3 Effective Date;
 - USD 1,960,000.00 due on the third anniversary of the Addendum No. 3 Effective Date; and
 - USD 1,960,000.00 due on the fourth anniversary of the Addendum No. 3 Effective Date;

The first invoice will be issued upon the Addendum No. 3 Effective Date. Subsequent invoices will be issued ninety (90) days prior to their due date.

10. The sentence at the end of the second paragraph of Section 2 (LICENSE GRANTS) and leading into Section 2.A. (MO-SAIC AND FONT SOFTWARE OTHER THAN PRODUCTION SOFTWARE) is hereby deleted and replaced with the following:

You are hereby granted, during the Term and subject to all terms and conditions set forth herein, a worldwide (subject to Section 16.B.), royalty-free, fully paid up (except for the payment obligations set forth in the Agreement), non-exclusive, non-assignable (except as expressly permitted under the Agreement), non-transferable (except as expressly permitted under the Agreement) license to:

11. Section 7 (ELIGIBLE ENTITIES AND CUSTOMER AFFILIATES) of the Agreement is deleted and replaced with the following:

7. ELIGIBLE ENTITIES AND CUSTOMER AFFILIATES

A. From time to time, Customer may divest lines of business and/or entities. In such cases, for up to the lesser of: (i) the remaining Renewal Term or Subsequent Renewal Term, as applicable, and (ii) twenty-four (24) months after the closing date of the divestiture, Company shall provide to the Eligible Entity all Software,

Desktop Applications and Mosaic platform access and use rights Company is obligated to provide to Customer under the Order Form(s) entered into pursuant to this Agreement in accordance with the terms of this Agreement. Further, invoices for Software, Desktop Applications and Mosaic platform access and use rights, at the discretion of Customer, may be paid by the Eligible Entity.

- B. Any Customer Affiliate may license the Software from Company (or a Company Affiliate) under the terms and conditions of this Agreement, subject to the following:
 - iv. To the extent requested by any Customer Affiliate, Company (or any Affiliate of Company designated by Company for such purpose) shall enter into a Companion Agreement with mutually acceptable terms and conditions which are not inconsistent with the spirit and intent of this Agreement:
 - ii. To the extent requested by any Customer Affiliate, Company (or any Affiliate of Company designated by Company for such purpose) shall enter into an Order Form and/or SOW; it being understood that an Customer Affiliate and Company (or any Affiliate of Company) may enter into an Order Form and/or SOW regardless of whether such parties have entered into a Companion Agreement;
 - iii. Company shall invoice such Customer Affiliate for Software or Professional Services performed pursuant to any such Order Form and/or SOW, and such Customer Affiliate will pay such invoice in accordance with the terms of the Agreement and such Order Form and/or SOW, as applicable;
 - iv. With regard to any Order Form and/or SOW entered into by an Customer Affiliate, all references to "Customer" in this Agreement are deemed to mean the Customer Affiliate who entered into the applicable Order Form and/or SOW, and each such Order Form and/or SOW is considered subject to the terms and conditions of the Agreement; and
 - Customer will have no liability with respect to any Order Form or SOW to which an Customer Affiliate is a party and Company agrees to pursue any and all claims arising under such Order Form or SOW solely against the Customer Affiliate that is a party to such Software License Order Form or SOW.
- C. Upon written notice by Customer advising of an acquisition by Customer of an entity ("Acquired Entity"), Monotype shall, upon Customer's request and at no additional cost or expense to Customer, allow the Acquired Entity to terminate its agreement(s) with Monotype, effective as of the end of the calendar year in which such acquisition closes, without early termination fee, penalty, or liability.
- 12. The parties hereby agree to delete Section 8 (TERMINATION) of the Agreement, and replace it with the following:

In addition to a decision by Customer to not renew this Agreement upon the expiration of the Term, the Parties shall have the right to terminate the Agreement only as set forth in this Section 8.

Customer may terminate this Agreement upon sixty (60) days prior written notice to Monotype if Monotype has breached the Agreement, and such breach has not been cured within that sixty (60) day period. Any such notice shall set forth the breach or breaches. Additionally, Monotype may terminate this Agreement upon sixty (60) days prior written notice to Customer if Customer i) breaches section 4. Restrictions, or ii) fails to timely make any payment due under Section 9 of this Addendum No. 3 for which an invoice has been submitted, and such nonpayment has not been cured within that sixty (60) day period.

The rights of a recipient of a Licensed OEM Product, Licensed Software Product or a Licensed Commercial Electronic Document, generated pursuant to this Agreement (and the rights of Customer to sell or distribute the same to recipients, including, without limitation, Customer's right to sell or distribute copies of the Licensed OEM Products created or produced during the Term), shall survive the termination of this Agreement so long as Customer doesn't modify any such Software after expiration of the Term in a manner not required by the U.S. Food and Drug Administration. In the event a Licensed Software Product is decommissioned or retired from the app store and is no longer being distributed by Customer, Customer shall no longer bear responsibility for maintaining a Software license or Software Product license for such decommissioned or retired Licensed Software Product. Except as set forth in this paragraph, all other license rights granted to you in this Agreement shall end with the termination of this Agreement.

- 13. Section 9.A. (WARRANTIES) of the Agreement is hereby deleted and replaced with the following:
 - A. WARRANTIES. Monotype represents, warrants, and covenants that:

	The Soltware, Desktop Application and Mosaic platform will effect a faithful reproduction of the
_	underlying typeface design which is of a quality consistent with industry standards.
	The Software, Desktop Application and Mosaic platform have no defect nor is deficient in title;
	Monotype has all necessary rights, title, licenses, permissions, and approvals required to grant the
	right and licenses to the Software, Desktop Application and Mosaic platform as set forth in this
	Agreement and is in compliance with all applicable laws;
	The Software, Desktop Application and Mosaic Platform do not infringe any intellectual property rights
	of any third parties, including but not limited to copyrights, design rights, trademarks and patents and
	as of the Effective Date, Monotype has not received any written notice or claim, and is not otherwise
	aware, that the Software, Desktop Application or Mosaic Platform, or the Use thereof as contemplated
	by this Agreement, infringes or misappropriates, or will infringe or misappropriate, the copyright,
	patent, trademark, trade secret, or other intellectual property or other proprietary rights of any third
	party;
	The Software upon download or delivery does not contain viruses, time or logic bombs, Trojan horses,
	worms, timers, clocks, trap doors, or other computer instructions, devices, or techniques that erase
	data or programming, infect, disrupt, damage, disable, or shut down a computer system or any
	component of such computer system, including, without limitation, its security or user data, or
	otherwise cause the Font Software to become inoperable or incapable of being used in accordance
	with this Agreement;
	The Software is not Publicly Available Software; and
	To the best of Monotype's knowledge, after due inquiry, neither Monotype, nor any of its Affiliates,
	agents, subcontractors or employees (including investigators and sub-investigators, as applicable)
	performing under this Agreement are or have within the past five (5) years been (A) Debarred,
	Disqualified, or Excluded, (B) proposed to be so restricted by any government agency, or (C)
	convicted of an offense or had a civil judgment rendered from which they may be so restricted.
	"Debarred, Disqualified, or Excluded" means prohibited, suspended, or otherwise limited or deemed
	ineligible under any Law(s) from (A) providing services to the holder of an FDA-approved or pending
	drug application, (B) participating in clinical research, (C) participating in or furnishing goods or
	services for any government program, or (D) participating in any government procurement or non-
	procurement program. Monotype will notify Customer promptly of any breach of this warranty or if it
	learns of any investigation or proceeding that could result in any such restrictions. Upon receipt of
	notice, Customer may elect to immediately terminate the Agreement for uncured breach pursuant to
	Section 8 above.

The Cafference Declater Application and Magain platform will affect a faithful reproduction of the

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION OF THIS AGREEMENT WHICH, UNLESS OTHERWISE EXPRESSLY STATED ARE AS OF THE EFFECTIVE DATE, ALL OTHER WARRANTIES RELATED TO YOUR USE OF THE FONT SOFTWARE IN OR WITH LICENSED OEM PRODUCTS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED. MONOTYPE DOES NOT WARRANT THAT THE FONT SOFTWARE IS FREE FROM ALL BUGS, ERRORS OR OMISSIONS. As it pertains to OEM Products, the express warranties provided in this Section are provided only to You and may not be passed through by You to any third parties including but not limited to end users of the Licensed OEM Products.

UNLESS EXPRESSLY SET FORTH IN THIS SECTION OF THIS AGREEMENT, CUSTOMER DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In case of a defect or deficiency in title, promptly after you let us know of the problem (in text form, which could include via an email to warranty@mot.com), Monotype will do everything that is reasonable to correct the problem within fourteen (14) calendar days. If Monotype is unable to correct the problem within fourteen (14) calendar days, Customer reserves the right to terminate this Agreement for material breach as set forth in Section 8.

14. The following new Section 15A (COMPLIANCE) is hereby added to the Agreement after Section 15 (SUBCONTRACTORS), as follows:

15A. COMPLIANCE

- (a) Government Subcontracts. Pursuant to the U.S. Federal Acquisition Regulation (FAR), Title 48, Code of Federal Regulations, Customer is required to flow down specific FAR provisions to its subcontractors, such as Monotype. Specifically, Monotype represents and warrants that it will comply with applicable requirements of the FAR provisions listed in 48 C.F.R. §§ 52.244-6 (Subcontracts for Commercial Items), 52.209-6 (Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment), and 52.222-54 (Employment Eligibility Verification), as such clauses are amended from time to time. Any provisions that are not applicable will be considered by all parties to be without force and effect.
- (b) Lobbying. If the value of purchases under the Agreement exceeds US \$150,000, Monotype hereby certifies to the best of its knowledge and belief that no U.S. federal appropriated funds have been or will be paid to any person influencing or attempting to influence an officer or employee of any U.S. agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress on its behalf in connection with the awarding of the Agreement. If any registrants under the Lobbying Disclosure Act of 1995 have made lobbying contact on behalf of Monotype with respect to the Agreement, Monotype will provide Customer with a completed copy of OMB Standard Form LLL Disclosure of Lobbying Activities.
- (c) <u>Discrimination and Affirmative Action</u>. Customer and Monotype shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors, such as Customer and Monotype take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- (d) No Government Contracting Debarment. BY ACCEPTANCE OF THE AGREEMENT, MONOTYPE HEREBY CERTIFIES THAT NEITHER MONOTYPE NOR ANY OF MONOTYPE'S OFFICERS, DIRECTORS, OWNERS, OR PARTNERS IS PRESENTLY (OR WITHIN THE PAST FIVE (5) YEARS HAS BEEN) DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR VOLUNTARILY EXCLUDED FOR THE AWARD OF CONTRACTS BY ANY U.S. FEDERAL AGENCY.
- (e) <u>Reporting Waste and Abuse</u>. None of the provisions in this Section, and no other provision in the Agreement, should be construed to prohibit or otherwise restrict Monotype from lawfully reporting waste, fraud, or abuse to a designated representative of the U.S. federal department or agency authorized to receive such information in connection with Customer's U.S. government contracts.
- 15. Monotype agrees that during the Term and during the four (4) years following termination or expiration of this Agreement that it will not audit Customer; provided, however, that Monotype may continue its due diligence by searching Customer's font usage on its public-facing digital assets, to the extent that such searching does not violate Customer's or any third party's posted terms and conditions of use.
- 16. Any capitalized term used in this Addendum and not defined shall have the meaning set forth in the Agreement.
- 17. The Agreement shall remain in effect except as specifically set forth in this Addendum. In the event of a conflict between the terms of the Original Agreement and this Addendum, this Addendum shall control.

Monotype Imaging Inc.

Jennifer Brooks

Name

Chief Revenue Officer

Position

Dec-07-2023

Jennifer Brooks

DocuSigned by:

Date, Signature

Contoșo Laboratories
Muissa Brot 5

Name

Melissa Brotz

Position

VP GMEA

12/19/2023

Date, Signature

-DocuSigned by:

Centoso Laboratories Patrick Diakite

-0DE62D273C9B4B6...

Name

Patrick Diakite

Position

Senior Director - Global Procurement

Date, Signature

12/19/2023

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Certificate Of Completion

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Melissa Brotz

melissa.brotz@Contoso.com

VP GMEA

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patrick.diakite@Contoso.com

Senior Director - Global Procurement

Security Level: Email, Account Authentication

Patrick Diakite

(None)

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Patrick Diakite

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Signature Adoption: Pre-selected Style Using IP Address: 165.225.57.57

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	12/19/2023 11:08:54 AM 12/19/2023 12:04:22 PM 12/19/2023 12:06:09 PM

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Insight OBO Contoso - Legal:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kedric.chamberlin@Contoso.com

To advise Insight OBO Contoso - Legal of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kedric.chamberlin@Contoso.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from Insight OBO Contoso - Legal

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kedric.chamberlin@Contoso.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Insight OBO Contoso - Legal

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kedric.chamberlin@Contoso.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

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 this Electronic Record and Disclosure to a location where you can print it, for future
 reference and access; and
- Until or unless you notify Insight OBO Contoso Legal as described above, you consent
 to receive exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by Insight OBO Contoso Legal during the course of your relationship
 with Insight OBO Contoso Legal.